

THE ALASKA COMMUNITY FOUNDATION
AGREEMENT FOR CHARITABLE ACTIVITY
SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR CHARITABLE ACTIVITY SERVICES OF INDEPENDENT CONTRACTOR (the "Agreement") is entered into by and between The Alaska Community Foundation ("FOUNDATION") (3201 C St #110 Anchorage, AK 99503, Tel (907) 334-6700) and Anchorage Daily News, a division of Anchorage Daily News, Inc., an independent contractor ("Contractor"), whereby the Contractor shall provide professional services to the FOUNDATION as specified herein and in accordance with the terms of this Agreement.

A. The FOUNDATION's mission is to advance philanthropy by working with partners to strengthen Alaskan communities.

B. The FOUNDATION wishes to obtain the services of Contractor through this Agreement to assist the FOUNDATION in carrying out its mission by providing personal services to the FOUNDATION in planning, evaluating or developing projects or areas of program activity of the FOUNDATION by consulting, advising or participating in conferences organized by the FOUNDATION within the meaning of Treasury Regulations Section 53.4945-4(a)(2) and Revenue Ruling 74-125.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated as part of this Agreement, the mutual promises of the parties, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged hereby), Contractor and the FOUNDATION agree as follows:

1. Engagement of the Contractor. Subject to the terms and conditions set forth in this Agreement, the FOUNDATION hereby engages the Contractor and the Contractor hereby agrees to be so engaged, to provide the "Work" (as defined in Section 2 below).

2. Work.

2.1 Definition. The services and/or products (collectively, the "Work") to be provided by the Contractor are set forth in the approved Independent Contractor Specifications attached hereto as Exhibit A and incorporated herein by this reference (the "Specifications"). Contractor will determine the method, details, and means of performing the Work.

2.2 Acceptance. The FOUNDATION shall have the right to monitor performance of one or more aspects of the Work and to notify the Contractor if the FOUNDATION determines that performance of the Work does not meet the requirements in the Specifications.

3. Limitations on Work and Use of Contract Funds. No part of the Work may consist of, and no amounts paid to the Contractor to this Agreement may be used for any of the following purposes:

(a) to carry on propaganda, or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code"));

(b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945 (d)(2) of the Code);

(c) to make any grant which does not comply with the requirements of Section 4945(d)(3) or (4) of the Code;

(d) to undertake any activity for any purpose other than the one specified in Section 170(c)(2)(B) of the Code.

4. Compensation. As sole and exclusive consideration to the Contractor for providing the Work, the FOUNDATION shall pay the Contractor the fees and reimburse the expenses (the "Compensation") set forth in the Specifications, provided that the FOUNDATION has determined, in accordance with reasonable acceptance criteria that the Work of the Contractor for which the compensation is due complies in all material respects with the Specifications. Unless otherwise expressly provided for in the Specification, (i) the rate of and total amount of Compensation shall not exceed the rate and amount set forth in the Specifications and (ii) the Contractor shall invoice the FOUNDATION quarterly for Work provided during the prior ninety (90) days and the FOUNDATION shall pay such invoices within thirty (30) days after receipt by the FOUNDATION of a detailed invoice describing the Work rendered for the applicable period. Subject to the limitations set forth in the Specifications, the FOUNDATION agrees to reimburse Contractor the amount of reasonable out-of-pocket expenses, which Contractor may incur in connection with the Work provided under this Agreement; subject to Contractor furnishing the FOUNDATION with receipts or other appropriate documents substantiating such expenses.

5. Essential Personnel. Any Contractor personnel listed in the Specifications are essential to the provision of the Work and the Contractor shall not remove or replace any of such personnel without the prior written consent of the FOUNDATION. If, for any reason, the Contractor needs to replace any essential personnel, the Contractor shall propose a substitution to the FOUNDATION and inform the FOUNDATION of the impact (if any) of such substitution upon the ability of the Contractor to provide the Work in accordance with the terms of this Agreement. The FOUNDATION shall have the ongoing right to approve each substitution.

6. Representations and Warranties.

6.1. Performance. Contractor represents and warrants that: it has the qualifications and skills necessary to and shall perform the Work under this Agreement in a competent, professional manner and without the advice or direction of the FOUNDATION. The Contractor has complete and sole discretion of the manner in which the Work Under this Agreement will be performed. The Contractor retains all editorial control over reporting, newsgathering, editing, writing, production and publication.

6.2. Power and Authority: Binding Obligation. Contractor represents and warrants it has the full power and authority to enter into this Agreement and perform the Work; the execution, delivery and performance of this Agreement have been authorized by all requisite corporate action; this agreement constitutes the legal, valid and binding obligation of the Contractor.

6.3 Quality Assurance. The Contractor warrants that the material and analysis, data programs and services to be delivered or rendered pursuant to this Agreement shall

meet news industry standards and those standards of journalism maintained at Anchorage Daily News, Inc.

7. Proprietary Information. Contractor retains at all times all rights, title, and interest in the Work. Contractor grants a royalty-free, perpetual, non-exclusive, non-transferable license to the FOUNDATION for all published stories generated from the Work produced pursuant to this Agreement during the Term.

8. Term. The term of this Agreement is set forth in the Specifications, unless sooner terminated as provided for in this Agreement or extended by mutual written agreement of the parties (the "Term").

9. Termination. Either party may terminate this Agreement without cause by giving the other party thirty (30) days prior written notice. The FOUNDATION may terminate this Agreement immediately if the Contractor or any personnel involved in the provision of the Work engages in criminal or fraudulent conduct or conduct that may reflect adversely on the FOUNDATION. Either party may immediately terminate this Agreement if the other party breaches any material provision of this Agreement and fails to cure such breach within 15 days after receipt of written notice of such breach.

10. Effect of Termination. Upon the expiration or termination of this Agreement, except as may specifically be provided otherwise under this Agreement, each party shall be released from all further obligations and liabilities under this Agreement. The Contractor shall have no claim against the FOUNDATION for any damages which may arise as a result of the expiration or termination, unless such damages arise from the breach of a provision of this Agreement by the FOUNDATION. The expiration or termination of this Agreement will not relieve the FOUNDATION from its obligations to pay Compensation in accordance with Section 4 and the Specifications for Work rendered in accordance with this Agreement prior to such expiration or termination.

11. Dispute Resolution.

11.1 Contractor and the FOUNDATION hereby agree to meet and confer in good faith on all matters of common interest or all disputes, controversy or claim which materially affects this Agreement.

11.2 Arbitration. In the event of any dispute, claim or controversy between or among the parties arising out of or relating to this Agreement (collectively, "Dispute") are not resolved under section 11.1, the Dispute will be resolved by and through an arbitration proceeding before a sole arbitrator to be conducted under the auspices of and pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding will be conducted in Anchorage, Alaska and will be conducted in as expedited a manner as is then permitted by such rules. The arbitrator will be mutually selected and agreed upon by the parties. If the parties are unable to so select an arbitrator, each party will name an arbitrator and those arbitrators will select the sole arbitrator. Both the foregoing agreement of the parties to arbitrate and any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.

12. Independent Contractor Relationship and Waiver of Benefits. Contractor and the FOUNDATION agree that no employment relationship is created by this Agreement. The FOUNDATION is interested only in the results to be achieved. Contractor is an independent contractor and is not considered an agent or common law employee of the FOUNDATION for any purpose. In addition, Contractor is not entitled to and knowingly and voluntarily waives any of the benefits that the FOUNDATION provides its employees

13. Republication rights. Contractor's Work may be republished by FOUNDATION in accordance with Section 7 herein.

14. Public Communication of Contract.

14.1 Any press release or announcement publicizing the formation of Agreement shall be coordinated between the Contractor and FOUNDATION. All press releases must be mutually agreed upon, allowing a 48-hour approval timeframe.

14.2 Contractor and FOUNDATION must notify the other prior to publishing any future press releases related to Agreement.

15. Transparency. Contractor will identify sources of financial support for Work undertaken by Agreement to ensure the transparency of the partnership between Contractor and FOUNDATION.

16. Miscellaneous

16.1 This Agreement represents the entire agreement between the parties and may only be amended by an instrument in writing duly executed by FOUNDATION and the Contractor.

16.2 In the event any provision of this Agreement is held invalid, void, or unenforceable, the same shall not affect, in any respect whatsoever, the validity of the remaining provisions of this Agreement.

16.3 Any notice or other communication hereunder will be given in writing and either (i) delivered in person, (ii) delivered by overnight FedEx or similar overnight commercial delivery service, or (iii) mailed by certified mail, postage prepaid, return receipt requested, to the party to which such notice or communication is to

be given at the address set forth below or at such other address as may be given from time to time by one party to the other party under the terms of this Section. Each such notice or other communication will be effective (i) at the time notice is received in person; (ii) if sent by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (iii) if sent by overnight FedEx or similar overnight commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid. Notices to parties under this Section will be given at the applicable address set forth below at the signature page hereto or at such other address as may be given from time to time under the terms of this Section.

16.4 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alaska.

16.5 No waiver of any provision or consent to any action hereunder will constitute a waiver of any of the other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent, or commit any party to provide a past or future waiver or consent.

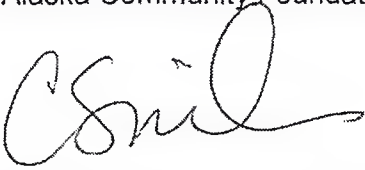
16.6 The following Sections of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 4, 7, 10, 11, 13, and 16.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOUNDATION

The Alaska Community Foundation

By:



Name:

Candace Scott Winkler

Title:

President/CEO

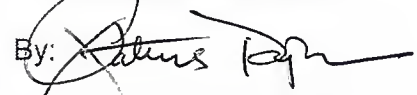
Date:

6/6/13

CONTRACTOR

Anchorage Daily News,
a division of
Anchorage Daily News, Inc.

By:



Name:

J. Patrick Doyle

Title:

President/Publisher

Date:

6/27/13

Address for Notices:

The Alaska Community Foundation
3201 C St #110 Anchorage,
Anchorage, Alaska, 99503

Address for Notices:

Anchorage Daily News
1001 Northway Drive,
Anchorage, Alaska, 99508

THE ALASKA COMMUNITY FOUNDATION

Exhibit A to the Agreement for Services of Independent Contractor

Legal Name of Contractor: Anchorage Daily News, a division of Anchorage Daily News, Inc.

Contact Name and Title: Pat Doyle, Publisher and President

Contact Information: 1001 Northway Drive,
Anchorage, Alaska, 99508

Phone and Email address: 907-257-4210; PDoyle@adn.com

Activities to Perform – Provide description of Scope of Work, include specific deliverables:

To provide educational, public-interest reporting and analysis of the effect of alcohol on Alaska, including, but not limited to, the social, health and economic costs of alcohol; addiction as a chronic disease; policies surrounding alcohol consumption and regulation in Alaska; as well as presenting prevention efforts and avenues for hope and recovery. The project will represent the universal nature of alcohol abuse and its social consequences across Alaska, in both rural and urban communities..

Scope of Work/Deliverables:

1. Alcohol beat reporter and photographer: Anchorage Daily News will identify and dedicate a full-time reporter and photographer and appropriate support staff to cover alcohol-related issues in Alaska.
2. Develop story arch and implement coverage from July 1, 2013 through June 30, 2014 that documents the many facets of the use and toll of alcohol on Alaska society as a whole.
3. Documentation and tracking of stories produced as part of the project period in a report format. Reports will include a list of stories published during the previous quarter, including days published and distribution; number of words per story, short description of general subject matter; and readily available readership statistics.

Term of Agreement:

July 1, 2013 through July 31, 2014.

Payment Terms:

Total: \$153,960

Payment Amount	Payment Date	Requirement	Requirement Due Date
		Signed Contract	07/1/2013
\$38,490	10/31/2013	Invoice and report	10/15/2013
\$38,490	1/30/2014	Invoice and report	1/15/2014
\$38,490	4/30/2014	Invoice and report	4/15/2014
\$38,490	07/31/2014	Invoice and report	7/15/2014
		Final report	07/31/2014